

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

KAJAN JOHNSON and CLARENCE DOLLAWAY, on behalf of themselves and all others similarly situated,

| No.: 2:21-cv-01189-RFB-BNW

## Plaintiffs,

V.

Zuffa LLC (d/b/a Ultimate Fighting  
Championship and UFC) and Endeavor Group  
Holdings, Inc.,

## [PROPOSED] PROTECTIVE ORDER

### Defendants.

Pursuant to Rule 26(c) of the Federal Civil Procedure, and for good cause, it is hereby stipulated:

## **1. PURPOSES AND LIMITATIONS**

Disclosure and discovery activity and this litigation are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. Nothing in this Stipulation and Protective Order shall restrict the Court's ability to control the manner, use, and disclosure of designated Protected Material at hearings or otherwise.

## 2. DEFINITIONS

2.1     Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

1           2.2     “CONFIDENTIAL” Information or Items: information (regardless of how it is  
 2 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule  
 3 of Civil Procedure 26(c).

4           2.3     Counsel (without qualifier): Outside Counsel of Record and In House Legal  
 5 Department Personnel (as well as their support staff, including, but not limited to, attorneys,  
 6 paralegals, secretaries, law clerks, and legal interns).

7           2.4     Designating Party: a Party that designates information or items that it produces in  
 8 disclosures or in responding to discovery as “CONFIDENTIAL” or a Party that designates  
 9 information or documents of a medical or highly personal nature pertaining to athletes who are  
 10 not names as Plaintiffs in this action, as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
 11 ONLY.”

12          2.5     Designating Non-Party: a Non-Party that designates information or items that it or  
 13 another Party produces in disclosures or in responses to discovery as “CONFIDENTIAL” or  
 14 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

15          2.6     Disclosure or Discovery Material: all items or information, regardless of the  
 16 medium or manner in which it is generated, stored, or maintained (including, among other things,  
 17 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
 18 responses to discovery in this matter.

19          2.7     Expert or Consultant: a person with specialized knowledge or experience in a  
 20 matter pertinent to this litigation, along with his or her employees and support personnel, who (1)  
 21 has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this  
 22 litigation, (2) is not a current employee of a Party or of a Party’s competitor, and (3) at the time  
 23 of retention, is not anticipated to become an employee of Party or of a Party’s competitor. The  
 24 Parties are not prohibited from retaining an Expert or Consultant who is a former employee of a  
 25 Party or of a Party’s competitor, provided that, as least five business days prior to retention,  
 26 Counsel intending to retain such Expert or Consultant shall provide written notice to Counsel for  
 27 the Party which had previously employed such person, in order to allow that Party an opportunity  
 28 to protect itself and the confidentiality of any information which such protective Expert or

1 Consultant may have obtained during his or her employment. The Party receiving such notice  
 2 shall have 30 days to seek judicial intervention with respect to legitimate issues concerning the  
 3 protection of any confidential information which such Expert or Consultant may have obtained  
 4 during his or her employment. The definition of Expert or Consultant includes a professional  
 5 jury or trial consultant retained in connection with this litigation.

6       2.8     "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or  
 7 Items: (1) a Non-Party's extremely sensitive, highly confidential, non-public information,  
 8 disclosure of which to a Party or another Non-Party would create a risk of competitive or  
 9 business injury to the Designating Non-Party; or (2) documents or information of a medical or  
 10 highly personal nature pertaining to athletes who are not named as Plaintiffs in this action.

11       2.9     In-House Legal Department Personnel: attorneys and other personnel employed  
 12 by a Party to perform legal functions and who are responsible for overseeing or assisting in this  
 13 litigation for such Party. In-House Legal Department Personnel does not include Outside  
 14 Counsel of Record or any other outside counsel.

15       2.10    Non-Party: any natural person, partnership, corporation, association, or other  
 16 legal entity not named as Party to this litigation.

17       2.11    Outside Counsel of Record: attorneys, along with their paralegals, and other  
 18 support personnel, who are not employees of a party to this litigation but are retained to represent  
 19 or advise a party to this litigation and have appeared in this litigation on behalf of that party or  
 20 are affiliated with a law firm that has appeared on behalf of that party.

21       2.12    Party: any party to this litigation, including all of its officers, directors, managers,  
 22 and employees.

23       2.13    Producing Party: a Party that produces Disclosure or Discovery Material in this  
 24 litigation.

25       2.14    Producing Non-Party: a Non-Party that produces Disclosure or Discovery  
 26 Material in this action.

27       2.15    Professional Vendors: persons or entities that provide litigation support services  
 28 (e.g., photocopying, videotaping, transcription, court reporting, translating, preparing exhibits or

1 demonstrations, and organizing, storing, or retrieving documents or data in any form or medium)  
2 and their employees and subcontractors.

3       2.16    Protected Material: any Disclosure or Discovery Material that is designated as  
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” Such material is referred to as  
5 designated for “protection.”

6       2.17    Receiving Party: a Party that receives Disclosure or Discovery Material from a  
7 Producing Party or Non-Party.

8           **3.      SCOPE**

9       The protections conferred by this Stipulation and Order cover not only Protected Material  
10 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)  
11 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
12 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
13 However, the protections conferred by this Stipulation and Order do not cover the following  
14 information: (a) any information that is in the public domain at the time of disclosure to a  
15 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as  
16 a result of publication not involving a violation of this Order, including becoming part of the  
17 public record through trial or otherwise; and (b) any information known to the Receiving Party  
18 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who  
19 obtained the information lawfully and under no obligation of confidentiality to the Designating  
20 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

21       If Defendants’ October 26, 2023 Motion to Treat Fact Evidence Produced In *Johnson*  
22 Litigation As If It Was Also Produced In *Le* Litigation is granted by the Court, ECF 90, or the  
23 Court otherwise permits it, then nothing in this Order shall prevent any Party or Non-Party  
24 producing Disclosure or Discovery Material or Protected Material in *Johnson v. Zuffa, LLC*, No.  
25 2:21-cv-01189 (D. Nev.) from using those materials in *Le v. Zuffa, LLC*, No. 2:15-cv-01045-  
26 RFB-(BNW) (D. Nev.), and any appeals, rehearings, remands, trials, or reviews of either  
27 aforementioned litigation.

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1           **4. DURATION**

2           Even after final disposition of this litigation, the confidentiality obligations imposed by  
 3 this Order shall remain in effect until a Designating Party or Designating Non-Party agrees  
 4 otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be  
 5 the later of (1) dismissal of all claims and defenses in this litigation, with or without prejudice;  
 6 and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings,  
 7 remands, trials, or reviews of this litigation, including the time limits for filing any motions or  
 8 applications for extension of time pursuant to applicable law.

9           **5. DESIGNATING PROTECTED MATERIAL**

10          5.1       Exercise of Restraint and Care in Designating Material for Protection. Each Party  
 11 or Non-Party that designates information or items for protection under this Order must take care  
 12 to limit any such designation to specific material that qualifies under the appropriate standards.

13          Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
 14 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
 15 unnecessarily encumber or retard the case development process or to impose unnecessary  
 16 expenses and burdens on other parties) expose the Designating Party to sanctions.  
 17 Notwithstanding the preceding sentence, the Designating Party or Designating Non-Party may  
 18 designate for protection an entire document or item that contains “CONFIDENTIAL”  
 19 Information or “HIGHLY-CONFIDENTIAL-ATTORNEYS’ EYES ONLY” Information, as  
 20 those terms are defined in paragraphs 2.2 and 2.8 above, within that document or item when such  
 21 document or item is produced to a party pursuant to Federal Rule of Civil Procedure 34 and 45.

22          If it comes to a Designating Party’s or Designating Non-Party’s attention that information  
 23 or items that it designated for protection do not qualify for the protection initially asserted, that  
 24 Designating Party or Designating Non-Party must promptly notify all other Parties that it is  
 25 withdrawing the mistaken designation.

26          5.2       Manner and Timing of Designations. Except as otherwise provided in this Order  
 27 (see, e.g., paragraph 5.2(a) below), or as otherwise stipulated or ordered, material that qualifies  
 28 for protection under this Order must be clearly so designated before the material is disclosed or

1 produced. Notwithstanding the preceding sentence, should a Producing Party or Producing Non-  
2 Party discover that it produced material that was not designated as Protected Material or that it  
3 produced material that was designated as Protected Material but had designated that Protected  
4 Material in the incorrect category of Protected Material, the Producing Party or Producing Non-  
5 Party may notify all Parties, in writing, of the error and identify (by bates number or other  
6 individually identifiable information) the affected documents and their new designation or re-  
7 designation. Thereafter, the material so designated or re-designated will be treated as Protected  
8 Material. Promptly after providing such notice, the Producing Party or Producing Non-Party  
9 shall provide re-designated copies of the material to each Receiving Party reflecting the change  
10 in designation. The Receiving Party will replace the incorrectly designated material with the  
11 newly designated materials and will destroy the incorrectly designated materials.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (e.g., paper or electronic document, but  
14 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
15 Party or Producing Non-Party affix the legend “CONFIDENTIAL” or “HIGHLY  
16 CONFIDENTIAL” on the first page of each document and on each page that contains protected  
17 material.

18 A Party or Non-Party who makes original documents or materials available for inspection  
19 need not designate them for protection until after the inspecting Party has indicated which  
20 material it would like copied and produced. During the inspection and before the designation, all  
21 of the material made available for inspection shall be deemed “CONFIDENTIAL” and all of the  
22 material from the Non-Party shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’  
23 EYES ONLY.” After the inspecting Party has identified the documents it wants copied and  
24 produced, the Producing Party or Producing Non-Party must determine which documents, or  
25 portions thereof, qualify for protection under this Order. Then, before producing the specified  
26 documents, the Producing Party or Producing Non-Party must affix the appropriate legend  
27 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”) to the first page of each document and  
28 on each page that contains Protected Material.

14 Parties shall give the Designating Party or Designating Non-Party notice if they  
15 reasonably expect a deposition to include Protected Material, but have no obligation to identify  
16 the specific document(s) to be used in advance of a deposition. For documents or items  
17 designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
18 ONLY,” the Party intending to make use of such Protected Material at a deposition shall ensure  
19 that only authorized individuals, as defined in paragraphs 7.2 and 7.3, are present at the  
20 deposition. The use of a document as an exhibit at a deposition shall not in any way affect its  
21 designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
22 ONLY.”

Transcripts containing Protected Material shall have an obvious legend on the title page  
that the transcript contains Protected Material, and the title page shall be followed by a list of all  
pages (including line numbers as appropriate) that have been designated as Protected Material by  
the Designating Party or Designating Non-Party. The Designating Party or Designating Non-  
Party shall inform the court reporter of these requirements. Any transcript that is prepared before  
the expiration of a period for designation shall be treated during that period as if it had been

1 designated “CONFIDENTIAL” in its entirety unless otherwise agreed, or if the transcript refers  
 2 to information or documents designated as “HIGHLY CONFIDENTIAL – ATTORNEYS’  
 3 EYES ONLY,” the transcript shall be treated during the 21-day period as if it had been  
 4 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless  
 5 otherwise agreed. After the expiration of that period, the transcript shall be treated only as  
 6 actually designated.

7           (c) for information produced in some form other than documentary and for any other  
 8 tangible items (such as Electronically Stored Information (“ESI”) for which it is impractical to  
 9 label as per Section 5.2(a)), that the Producing Party or Producing Non-Party designate in a  
 10 cover letter accompanying the production, and where feasible, affix in a prominent place on the  
 11 exterior of the contained or containers in or on which the information or item is stored the legend  
 12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

13           5.3 Inadvertent Failures to Designated. If timely corrected, an inadvertent failure to  
 14 designate qualified information or items does not, standing alone, waive the Designating Party’s  
 15 or Designating Non-Party’s right to secure protection under this Order for such material. Should  
 16 a Producing Party or Producing Non-Party discover that it produced Confidential Information or  
 17 Items or Highly Confidential Information or Items that were not designated as Protected  
 18 Material, the Producing Party or Producing Non-party may notify all Parties, in writing, of the  
 19 error and identify (by bates number or other individually identifiable information) the affected  
 20 documents and their new designation. Thereafter, the material so designated shall be treated as  
 21 Protected Material. Promptly after providing such notice, the Producing Party or Producing  
 22 Non-Party shall provide re-labeled copies of the material to each Receiving Party reflecting the  
 23 change in designation. The Receiving Party shall replace the incorrectly designated material  
 24 with the newly designated materials and shall destroy the incorrectly designated materials. If  
 25 material is re-designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
 26 ATTORNEYS’ EYES ONLY” after the material was initially produced, the Receiving Party,  
 27 upon notification of the designation, must make reasonable efforts to assure that the material is  
 28 treated in accordance with the provisions of the Order.

1           5.4     Confidential Designation of Information or Items Produced by Other Parties or  
 2     Non-Parties. Subject to the standards of paragraphs 2.2, 2.8, and 5.1, a Party may designate as  
 3     “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” any  
 4     Disclosure or Discovery Material produced by any other Party or Non-Party, provided that said  
 5     Disclosure or Discovery Material contained the Designating Party’s own Confidential  
 6     Information. Subject to the standards of paragraphs 2.2, 2.8, 5.1, a Non-Party may designate as  
 7     “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” any  
 8     Disclosure or Discovery Material, provided that said Disclosure or Discovery Material contains  
 9     the Designating Non-Party’s own Confidential Information or Highly Confidential – Attorneys’  
 10    Eyes Only Information. Any such designation of a document for protection shall be made within  
 11    90 days of the date of its production to the Designating Party or Designating Non-Party, unless  
 12    good cause is shown for a later designation of the document for protection.

13           Designating a document for protection pursuant to this paragraph shall be accomplished  
 14    by providing written notice to all Parties identifying (by bates number or other individually  
 15    identifiable information) the Disclosure or Discovery Material to be designated as  
 16    “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”  
 17    Promptly after providing such notice, the Designating Party or Designating Non-Party shall  
 18    provide re-labeled copies of the material to each Receiving Party reflecting the change in  
 19    designation. The Receiving Party will replace the incorrectly designated material with the newly  
 20    designated materials and will destroy the incorrectly designated materials. Any Party may object  
 21    to the designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
 22    EYES ONLY” of Disclosure or Discovery Materials pursuant to the procedures set forth in  
 23    paragraph 6 regarding challenging designations. The Designating Party or Designating Non-  
 24    Party shall bear the burden of establishing the basis for the “CONFIDENTIAL” or “HIGHLY  
 25    CONFIDENTIAL – ATTORNEYS’ EYES ONLY” designation.

26           **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

27           6.1     Timing of Challenges. Any Party or Non-Party may challenge a designation of  
 28     “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” at any

1 time. Unless a prompt challenge to a Designating Party's or Designating Non-Party's  
2 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
3 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
4 burdens, or a significant disruption or delay of this litigation, a Party does not waive its right to  
5 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
6 original designation is disclosed.

7       6.2     Meet and Confer. A Party that elects to initiate a challenge to a Designating  
8 Party's confidentiality designation must do so in good faith. The Challenging Party shall initiate  
9 the dispute resolution process by providing written notice to other Parties, and the relevant  
10 Producing Non-Party (if applicable), of each designation it is challenging (by bates number or  
11 other individually identifiable information) and describing the basis for each challenge. To avoid  
12 ambiguity as to whether a challenge has been made, the written notice must recite that the  
13 challenge to confidentiality is being made in accordance with this specific paragraph of the  
14 Protective Order. The parties shall attempt to resolve each challenge in good faith and must  
15 begin the process by conferring directly (in voice to voice dialogue; other forms of  
16 communication are not sufficient) within 7 days of the date of service of notice. In conferring,  
17 the Challenging Party must explain the basis for its belief that the confidentiality designation was  
18 not proper and must give the Designating Party an opportunity to review the designated material,  
19 to reconsider the circumstances, and, if no change in designation is offered, to explain the basis  
20 for the chosen designation. A Challenging Party may proceed to the next stage of the challenge  
21 process only if it has engaged in this meet and confer process first or establishes that the  
22 Designating Party or Non-Party is unwilling to participate in the meet and confer process in a  
23 timely manner.

24       6.3     Judicial Intervention. If the Designating Party or Designating Non-Party and the  
25 Challenging Party are not able to resolve a dispute about confidentiality designation within the  
26 time provided in paragraph 6.2, above, the parties shall, within 7 days of the expiration of the  
27 time period provided in paragraph 6.2, prepare and present to the Court a joint letter, briefly  
28 outlining the disputed issue, and requesting a telephone conference or in-person meeting with the

1 Court. The Designating Party or Designating Non-Party and the Challenging Party may extend  
2 this time period if mutually agreed. The parties to the dispute shall thereafter present to the  
3 Court, during the telephone conference or in-person meeting, their respective positions about the  
4 propriety of the challenged confidentiality designations. The procedure for resolving the dispute,  
5 including the need for any briefing, shall be determined by the Court during the telephone  
6 conference or in-person meeting. The Court may set a different process to the extent the dispute  
7 concerns Protected Materials filed under seal and/or the use of Protected Material at a hearing.

8       The burden of persuasion in any such challenge proceeding shall be on the Designating  
9 Party or Designating Non-Party. Until the ruling on the dispute becomes final, all parties shall  
10 continue to afford the material in question the level of protection to which is entitled under the  
11 Designating Party's or Designating Non-Party's designation. In the event that the final ruling is  
12 that the challenged material is not "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
13 ATTORNEYS' EYES ONLY" the Designating Party or Designating Non-Party shall reproduce  
14 copies of all challenged materials with their designations removed within thirty (30) days of such  
15 ruling at the expense of the Designating Party or Designating Non-Party.

16       **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

17       7.1     Basic Principles. A Receiving Party may use Protected Material that is disclosed  
18 or produced by another Party or by a Non-Party in connection with this case only for  
19 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be  
20 disclosed only to the categories of persons and under the conditions described in this Order.  
21 When this litigation has been terminated, a Receiving Party must comply with the provisions of  
22 paragraph 15 below (FINAL DISPOSITION).

23       Protected Material must be stored and maintained by a Receiving Party at a location and  
24 in a secure manner that ensures that access is limited to the persons authorized under this Order.  
25 For purposes of this Order, a secure website, or other internet-based document depository with  
26 adequate security, shall be deemed a secure location.

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1           7.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
 2 ordered by the Court or permitted in writing by the Designating Party or Non-Party, Counsel for  
 3 a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

4           (a)     the Receiving Party’s Outside Counsel of Record in this litigation, as well as  
 5 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
 6 information for this litigation;

7           (b)     the Receiving Party, a Receiving Party’s officers, directors, managers, and  
 8 employees (including In-House Legal Department Personnel) to whom disclosure is reasonably  
 9 necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be  
 10 Bound” (Exhibit A);

11          (c)     Experts or Consultants (as defined in this Order) of the Receiving Party to whom  
 12 disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment  
 13 and Agreement to Be Bound” (Exhibit A);

14          (d)     the Court and its personnel;

15          (e)     Professional Vendors to whom disclosure is reasonably necessary for this  
 16 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17          (f)     during their depositions, witnesses in this litigation to whom disclosure is  
 18 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”  
 19 (Exhibit A), unless otherwise agreed by the Designating Party or Non-Party or ordered by the  
 20 Court. Consistent with paragraph 5.2(b), pages of transcribed deposition testimony or exhibits to  
 21 depositions that reveal Confidential Information must be marked “CONFIDENTIAL,” and may  
 22 not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

23          (g)     any other person to whom the Designating Party or Non-Party agrees in writing or  
 24 on the record, and any other person to whom the Court compels access to the Confidential  
 25 Information.

26          7.3     Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
 27 Information or Items. Unless otherwise ordered by the Court or permitted in writing by the  
 28 Designating Party or Non-Party, a Receiving Party may disclose any information or item

1 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to the people  
 2 and entities permitted to receive “CONFIDENTIAL” Information as designated in paragraph 7.2  
 3 and in accordance with the requirements set forth in the paragraph except that “HIGHLY-  
 4 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information or items shall not be disclosed  
 5 to the Receiving Party or a Receiving Party’s officers, directors, managers, and employees,  
 6 including In-House Legal Department Personnel.

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8        7.4     Retention of Exhibit A: Outside Counsel for the Party that obtains the signed  
 9 “Acknowledgment and Agreement to Be Bound” (Exhibit A), as required above, shall retain  
 10 them for one year following the final termination of this litigation, including any appeals, and  
 11 shall make them available to other Parties upon good cause shown.

12        **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
 13 IN OTHER LITIGATION**

14        If a Receiving Party is served with a discovery request, subpoena, or a court order issued  
 15 in other litigation that compels disclosure of any information or items designated in this litigation  
 16 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that  
 17 Receiving Party must:

18            (a)     promptly notify in writing the Designating Party or Designating Non-Party. Such  
 19 notification shall include a copy of the discovery request, subpoena, or court order;

20            (b)     promptly notify in writing the party who caused the discovery request, subpoena,  
 21 or order to issue in the other litigation that some or all of the material covered by the discovery  
 22 request, subpoena, or order is subject to this Protective Order. Such notification shall include a  
 23 copy of this Stipulated Protective Order; and

24            (c)     cooperate with respect to all reasonable procedures sought to be pursued by the  
 25 Designating Party or Designating Non-Party whose Protected Material may be affected.

26        The purpose of imposing these duties is to alert the interested parties to the existence of  
 27 this Protective Order and to afford the Designating Party or Designating Non-Party in this case

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1 an opportunity to try to protect its confidentiality interests in the court from which the discovery  
2 request, subpoena, or order issued.

3       If the Designating Party or Designating Non-Party timely seeks a protective order, the  
4 Party served with the discovery request, subpoena, or court order shall not produce any  
5 information designated in this litigation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL  
6 – ATTORNEYS’ EYES ONLY” before a determination by the court from which the discovery  
7 request, subpoena, or order issued, unless the Party has obtained the Designating Party’s or  
8 Designating Non-Party’s permission or unless the Party has been ordered to do so by a Court.  
9 The Designating Party or Designating Non-Party shall bear the burden and expense of seeking  
10 protection in that court of its confidential material - and nothing in these provisions should be  
11 construed as authorizing or encouraging a Receiving Party in this litigation to disobey a lawful  
12 directive from another court.

13           **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
14 PRODUCED IN THIS LITIGATION**

15       (a) The terms of this Order are applicable to information produced by a Non-Party in  
16 this litigation and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
17 ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with  
18 this litigation is protected by the remedies and relief provided by this Order. Nothing in these  
19 provisions should be construed as prohibiting a Non-Party from seeking additional protections.

20       (b) In the event that a Party is required, by a valid discovery request, to produce a  
21 Non-Party’s Protected Material information in its possession, and the Party is subject to an  
22 agreement with the Non-Party not to produce the Non-Party’s Protected Material, then the Party  
23 shall:

24           (1) notify in writing, as soon as reasonably practicable, the Requesting Party  
25 and the Non-Party that some or all of the information requested is subject to a confidentiality  
26 agreement with a Non-Party; and

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(2) as soon as reasonably practicable, provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested.

(c) If the Non-Party fails to object or seek a protective order from this court within 21 days of receiving the notice and accompanying information, the Party may produce the Non-Party's Protected Material responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

## **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

## **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

(a) This Order is entered pursuant to Rule 502(d) of the Federal Rules of Evidence. Subject to the provisions of this Order, if a party (the “Disclosing Party”) discloses information in connection with the pending litigation that the Disclosing Party thereafter claims to be privileged or protected by the attorney-client privilege or attorney work product protection (“Privileged Material”), the disclosure of that Privileged Material will not constitute or be deemed a waiver or forfeiture – in this or any other litigation – of any claim of privilege or work product protection that the Disclosing Party would otherwise be entitled to assert with respect to the Privileged Material and its subject matter.

1                             (b) This Order shall be interpreted to provide the maximum protection allowed under  
2 applicable law. The provisions of Federal Rule of Evidence 502(b) are inapplicable to the  
3 disclosure of Privileged Material under this Order.

4                             (c) When a Producing Party gives notice to Receiving Parties that it inadvertently  
5 produced documents, testimony, information, and/or things that are protected from disclosure  
6 under the attorney-client privilege, work product doctrine, and/or any other applicable privilege  
7 or immunity from disclosure, or the Receiving Party discovers such inadvertent production, the  
8 inadvertent production shall not be deemed a waiver of the applicable privilege or protection in  
9 this or any other litigation. The Receiving Party shall immediately take reasonable efforts  
10 pursuant to Rule 26 of the Federal Rules of Civil Procedure to promptly return, sequester, or  
11 destroy such materials, any reasonably accessible copies it has, and any work product reflecting  
12 the contents of such materials and cease the use of those materials for any purpose. The  
13 Receiving Party shall not use such items for any purpose until further order of the Court. The  
14 Receiving Party must inform the Producing party within three (3) business days of receipt of  
15 notice or discovery of the inadvertent production of any intent to challenge the designation. If the  
16 Receiving Party elects not to challenge the assertion of privilege or protection, the Receiving  
17 Party shall immediately either return or commence to destroy the inadvertently produced  
18 material, any reasonably accessible copies thereof, and any work product reflecting the contents  
19 of such material. If a Receiving Party wishes to challenge the designation, the Receiving Party  
20 and Producing Party shall begin the process by conferring directly (in voice to voice dialogue;  
21 other forms of communication are not sufficient) within five business days following the  
22 Receiving Party's notice of intent to challenge. The Receiving Party must file its challenge to the  
23 privilege designation with the Court within seven days of the end of the Parties' meet and confer,  
24 unless the Parties agree to a longer schedule. The return or destruction of any discovery item to  
25 the inadvertently Producing Party shall not in any way preclude the Receiving Party from  
26 moving the Court for a ruling that the document or thing was never privileged.

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1                   (d) Privileged communications involving the Parties that post-date the filing of the  
 2 Complaint in this litigation (*Johnson, et. al v. Zuffa LLC, et. al*) need not be placed on a privilege  
 3 log.

4                   (e) This provision is not intended to modify whatever procedure may be established  
 5 in an E-Discovery order that provides for production without prior privilege review.

6                   **12. ATTORNEY RENDERING ADVICE**

7                   Nothing in this Protective Order will bar or otherwise restrict an attorney from rendering  
 8 advice to his or her client in this litigation with respect to this matter or from relying upon or  
 9 generally referring to “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
 10 EYES ONLY” Disclosure or Discovery Material in rendering such advice; provided however,  
 11 that in rendering such advice or in otherwise communicating with his or her client in this  
 12 litigation, the attorney shall not reveal or disclose the specific content thereof if such disclosure  
 13 is not otherwise permitted under this Stipulated Protective Order.

14                   **13. DISPOSITIVE MOTION HEARINGS AND TRIAL**

15                   The terms of this Protective Order shall govern in all circumstances except for  
 16 presentations of evidence and argument at hearings on motions for class certification, dispositive  
 17 motions, and at trial. The parties shall meet and confer in advance of such proceedings and seek  
 18 the guidance of the Court as to appropriate procedures to govern such proceedings.

19                   **14. MISCELLANEOUS**

20                   14.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
 21 seek its modification by the court in the future.

22                   14.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
 23 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
 24 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,  
 25 no Party waives any right to object on any ground to use in evidence of any of the material  
 26 covered by this Protective Order.

27                   14.3 Filing Protected Material. In the event that any Receiving Party’s briefs,  
 28 memoranda, discovery requests, requests for admission or other papers of any kind which are

1 served or filed shall include another Producing Party's or Producing Non-Party's designated  
 2 "CONFIDENTIAL" or "HIGHLY-CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
 3 Information, the papers shall be appropriately designated pursuant to paragraph 5.2. Documents,  
 4 papers and transcripts filed with the court which contain any other Producing Party or Producing  
 5 Non-Party's designated "CONFIDENTIAL" or "HIGHLY-CONFIDENTIAL – ATTORNEYS'  
 6 EYES ONLY" Information shall be provisionally lodged under seal with the Court, and redacted  
 7 papers shall be publicly filed. Within 5 days of the materials being lodged with the Court, the  
 8 Party claiming protection shall file a motion to seal setting forth the bases for sealing and proper  
 9 authority under *Kamakana v. City & County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006), or  
 10 some other applicable authority.

11       14.4 Challenging Motions to Seal: A Party other than the Designating Party or  
 12 Designating Non-Party has no obligation to challenge or otherwise contest the filing under seal  
 13 of Protected Material designated by a Party or Non-Party as "CONFIDENTIAL" or "HIGHLY  
 14 CONFIDENTIAL – ATTORNEYS' EYES ONLY"; and therefore, such Party does not waive  
 15 the right to challenge such confidentiality designations for a different use at a later time by not  
 16 contesting the motion to file such Protected Material under seal.

17       **15. FINAL DISPOSITION**

18       Unless otherwise ordered by the Court or agreed in writing by the Designating Party or  
 19 Non-Party, within 60 days after the final disposition of this litigation, as defined in paragraph 4,  
 20 each Receiving Party must return all Protected Material, reasonably accessible copies thereof,  
 21 and any work product reflecting the contents of such Protected Material, to the Producing Party  
 22 or destroy such material. As used in this subdivision, "all Protected Material" includes all copies  
 23 (electronic or otherwise), abstracts, compilations, databases, summaries, and any other format  
 24 reproducing or capturing any of the Protected Material. Whether the Protected Material is  
 25 returned or destroyed, the Receiving Party must submit a written certification to the Producing  
 26 Party (and, if not the same person or entity, to the Designating Party or Non-Party) by the 60 day  
 27 deadline that (1) identifies (by category, where appropriate) all the Protected Material that was  
 28 returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,

1 (electronic or otherwise), abstracts, compilations, databases, summaries, and any other format  
2 reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel  
3 are entitled to retain archival copies of all pleadings, motion papers, trial, deposition, and hearing  
4 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, legal  
5 memoranda, correspondence, or attorney work product, and consultant and expert work product,  
6 even if such materials contain Protected Material. Any such archival copies that contain or  
7 constitute Protected Material remain subject to this Protective Order as set forth in Paragraph 4  
8 (DURATION).

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10 **IT IS SO ORDERED**

11 **DATED:** 4:35 pm, January 10, 2024

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**BRENDA WEKSLER**  
**UNITED STATES MAGISTRATE JUDGE**

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EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name],  
of \_\_\_\_\_ [print or type full address],  
declare under penalty of perjury that I have read in its entirety and understand the Stipulated  
Protective Order that was issued by the United States District Court for the District of Nevada in  
the case of *Johnson et al. v. Zuffa, LLC, et al.*, No. 2:21-cv-1189-RFB-BNW.

I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the District of Nevada for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this litigation.

I hereby appoint \_\_\_\_\_ [print or type full name]  
of \_\_\_\_\_ [print or type full address and telephone number] as my  
Nevada agent for service of process in connection with this litigation or any proceedings related  
to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed:

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_